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 d/b/a ACOSTA MILITARY SALES, LLC

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARIA LAFEVER

Plaintiff,

v.

ACOSTA, INC., a Delaware Closed
 Corporation, also d/b/a ACOSTA
 TRUEDEMAND, LLC; and also d/b/a
 ACOSTA MILITARY SALES, LLC; and
 DOES 1 through 20, inclusive,

Defendants.

CASE NO. 3:10-cv-01782-BZ

STIPULATED PROTECTIVE ORDER

Complaint filed: March 25, 2010
 Trial Date: June 11, 2011

Hon. Bernard Zimmerman

Subject to the approval of this Court, the parties hereby stipulate to the following
 protective order;

1. In connection with discovery proceedings in this action, the parties may designate any
 document, thing, material, testimony or other information derived therefrom, as "Confidential"
 under the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential

1 information is information which has not been made public and which concern or relate to an
2 individual's privacy or confidentiality interests, or the processes, operations, type or work, or
3 apparatus, or to the production, sales, shipments, purchases, transfers, identification of
4 customers, inventories, amount or source of any income, profits, losses, or expenditures of any
5 persons, firm, partnership, corporation, or other entity, the disclosure of which information may
6 have the effect of causing harm to the competitive position of the person, firm, partnership,
7 corporation, or to the entity from which the information was obtained.

8 By designating a document, thing, material, testimony or other information derived
9 therefrom as "Confidential," under the terms of this order, the party making the designation is
10 certifying to the Court that there in a good faith basis both in law and in fact for the designation
11 within the meaning of Federal Rule of Civil Procedure 26(g).

12 2. Confidential documents shall be so designated by stamping copies of the document
13 produced to a party with the legend "CONFIDENTIAL." Stamping the legend
14 "CONFIDENTIAL" on the cover of all multi-page document shall designate all pages of the
15 document as confidential, unless otherwise indicated by the producing party.

16 3. Testimony taken at a deposition, conference, hearing or trial may be designated as
17 confidential by making a statement to that effect on the record at the deposition or other
18 proceeding. Arrangements shall be made with the court reporter taking and transcribing such
19 proceeding to separately bind such portions of the transcript containing information designated
20 as confidential, and to label such portions appropriately.

21 4. Material designated as Confidential under this Order, the information contained therein,
22 and any summaries, copies, abstracts, or other documents derived in whole or in part from
23 material designated as confidential (hereinafter "Confidential Material") shall be used only for
24 the purpose of the prosecution, defense, or settlement of this action, and for no other purpose.

25 5. Confidential Material produced pursuant to this Order may be disclosed or made
26 available only to the Court, to counsel for a party (including the paralegal, clerical, and
27 secretarial staff employed by such counsel), and to the "qualified persons" designated below:
28

- 1 (a) a party, or an officer, director, or employee of a party deemed necessary by
- 2 counsel to aid in the prosecution, defense, or settlement of this action;
- 3 (b) experts of consultants (together with their clerical staff) retained by such counsel
- 4 to assist in the prosecution, defense, or settlement of this action;
- 5 (c) court reporter(s) employed in this action;
- 6 (d) a witness at any deposition or other proceeding in this action; and
- 7 (e) any other person as to whom the parties in writing agrees.

8 Prior to receiving any Confidential Material, each "qualified person" shall be provided
9 with a copy of this Order and shall execute a non-disclosure agreement in the form of
10 Attachment A, a copy of which shall be provided forthwith to counsel for each other party and
11 for the parties.

12 6. The parties may further designate certain discovery material or testimony of a
13 highly confidential and/or proprietary nature as "CONFIDENTIAL - ATTORNEY'S EYES
14 ONLY" (hereinafter "Attorney's Eyes Only Material"), in the manner described in paragraphs 2
15 and 3 above. Attorney's Eyes Only Material, and the information contained therein shall be
16 disclosed only to the Court and counsel for the parties, including the paralegal, clerical, and
17 secretarial staff employed by such counsel, and to the Qualified Persons listed in subparagraphs
18 5(b) through (e) above, but shall not be disclosed to a party, or officer, director or employee of a
19 party, unless otherwise agreed or ordered. If disclosure of Attorney's Eyes Only Material is
20 made pursuant to this paragraph, all other provisions of this order with respect to confidentiality
21 shall also apply.

22 7. Nothing herein shall impose any restrictions on the use or disclosure by a party of
23 material properly obtained by such party independent of discovery in this action, whether or not
24 such material is also obtained through discovery in this action, or from disclosing its own
25 Confidential Material as it deems appropriate.

26 8. If Confidential Material, including any portion of deposition transcripts
27 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed in
28

1 Court, such papers shall be labeled "Confidential-Subject to Court Order" and filed under seal
2 until further order of this Court."

3 9. In the event that any Confidential Material is used In any court proceeding in this
4 action, it shall not lose its confidential status through such use, and the party using such shall
5 take all reasonable steps to maintain its confidentiality during such use.

6 10. If any privileged documents, electronic or otherwise, are unintentionally
7 produced during discovery, the parties agree to a "claw back" provision. Specifically, upon
8 written request identifying the privileged documents unintentionally produced, the parties agree
9 to return said documents to the other party by delivering them to the party's counsel. Further,
10 Counsel in possession of the mistakenly produced privileged documents agree not to inspect the
11 documents before their return unless they have otherwise already done so. Counsel agree that if
12 they happen upon a document from opposing counsel or otherwise that they believe to be
13 protected by privilege and mistakenly produced, they will immediately stop inspecting the
14 document and contact the party's counsel to inquire whether document was mistakenly
15 produced and, if so, will return the document to the party by delivering it to the party's counsel.

16 11. This Order shall be without prejudice to the right of the parties (i) to bring before
17 the Court at any time the question of whether any particular document or information is
18 confidential or whether its use should be restricted or (ii) to present a motion to the Court under
19 FRCP 26(c) for a separate protective order as to any particular document or information,
20 including restrictions differing from those as specified herein. This Order shall not be deemed to
21 prejudice the parties in any way in any future application for modification of this Order.

22 11. This Order is entered solely for the purpose of facilitating the exchange of
23 documents and information between the parties to this action without involving the Court
24 unnecessarily in the process. Nothing in this Order nor the production of any information or
25 document under the terms of this Order nor any proceedings pursuant to this Order shall be
26 deemed to have the effect of an admission or waiver by either party or of altering the
27 confidentiality or nonconfidentiality of any such document or information or altering any
28 existing obligation of any party or the absence thereof.

Attachment A

NON-DISCLOSURE AGREEMENT

I, _____ do solemnly swear that I am fully familiar with the terms of the Stipulated protective Order entered in *Maria LaFever v. Acosta, Inc. et al*, U.S. District Court Case No. 3:10-cv-01782-BZ, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Dated: _____

(Signature)

(Handwrite name)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARIA LAFEVER

Plaintiff,

v.

ACOSTA, INC., a Delaware Closed
Corporation, also d/b/a ACOSTA
TRUEDEMAND, LLC; and also d/b/a
ACOSTA MILITARY SALES, LLC; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 3:10-cv-01782-BZ

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

Complaint filed: March 25, 2010
Trial Date: June 11, 2011

Hon. Bernard Zimmerman

The parties having stipulated to a Protective Order and good cause appearing, IT IS SO
ORDERED. The parties shall file sealed documents only in accordance with Local Rule
79-5 and General Order 62.

Dated: January 20, 2011


Honorable Bernard Zimmerman
United States Magistrate Judge